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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

IN RE COLLEGE ATHLETE NIL
LITIGATION

Case No. 4:20-cv-03919-CW

**PLAINTIFFS' SUPPLEMENTAL
SUBMISSION IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Claudia Wilken

1 Plaintiffs submit this Supplemental Brief in accordance with the Court’s April 23, 2025
 2 Order Regarding Motion for Final Approval of Settlement Agreement (ECF No. 948) (the “Order”)
 3 and are pleased to report that we secured the roster-limit exceptions for Injunctive Relief Class
 4 Members that the Court requested in the Order. With these added protections, Plaintiffs urge the
 5 Court to grant final approval of the Settlement Agreements in both *House* and *Hubbard*.

6 Plaintiffs have carefully considered the Court’s tentative findings that it can: (1) grant final
 7 approval of the settlement agreement in *Hubbard*; and (2) grant final approval of the settlement
 8 agreement in *House*, with one exception discussed below. *See* Order Regarding Motion for Final
 9 Approval of Settlement Agreement, *Hubbard v. NCAA*, No. 4:23-cv-01593-CW (N.D. Cal. Apr.
 10 23, 2025) (ECF No. 261); Order ¶¶ 1–2. Specifically, the Court indicated that it cannot grant final
 11 approval in this action unless the parties “modify the settlement agreement so that members of the
 12 Injunctive Relief Settlement Class will not be harmed by the immediate implementation of the
 13 roster limits provisions.” Order ¶ 4. The Court expressed concern about harm to certain class
 14 members who “are” or “were” on a roster and whose “roster spot will be or has been taken away
 15 as a result of the immediate implementation of the settlement agreement.” *Id.* The Court gave the
 16 parties 14 days to seek an agreement to modify the roster limit provisions of the Settlement, with
 17 the assistance of mediator Eric Green, and asked three objector groups—represented by Laura
 18 Reathaford, Steven F. Molo, and the Buchalter firm (the “Objectors”)—to express their views on
 19 the proposed changes through the mediation process. *Id.*

20 Since April 23, Class Counsel has met numerous times, by telephone and by video, with
 21 Mr. Green and with counsel for Defendants to address the Court’s concerns. The parties also met
 22 with Mr. Green and Objectors’ counsel on May 2, and Class Counsel and Objectors’ counsel
 23 engaged in multiple additional phone calls and emails and reviewed various proposals from the
 24 Objectors. Finally, Class Counsel received and considered the views of individual class members
 25 who have contacted us directly.

26 With respect to the modifications proposed below, Class Counsel obtained additional
 27 protections for athletes “who have or had a roster spot” on a Division I team during the 2024-2025
 28 academic year. Class Counsel also secured additional protections for recruited athletes who will

1 enroll in college for the 2025-2026 academic year and who had been promised a Division I roster
 2 spot for the 2025-2026 academic year—even though such athletes are still in high school and do
 3 not currently “have” and never previously “had” a Division I roster spot. In addition, although the
 4 Order did not specifically identify roster limits enacted outside of the Settlement (i.e., Conference-
 5 specific roster limits), Class Counsel nonetheless secured a commitment that roster limit
 6 exemptions will extend to Conference roster limits too. Further still, some athletes and parents had
 7 expressed concerns about athletes who transferred in the wake of Defendants’ preparations to
 8 implement roster limits and that some of their original schools may no longer want those athletes
 9 to return. In response, Class Counsel achieved yet another highly valuable protection: athletes who
 10 are exempt from roster limits will be able to enjoy that exemption at both their current school and
 11 any school they may transfer to or enroll in.

12 In short: any athlete who would have lost their roster spot (or a promised roster spot) for the
 13 2025-2026 academic year due to the immediate implementation of roster limits will be *exempt*
 14 *from any roster limits at any Division I institution, for the duration of their college athletics*
 15 *careers*. While the specific changes to the Settlement Agreement are set forth in Exhibits 1 (clean
 16 version) and 2 (redline version) hereto, in sum and substance, Plaintiffs secured the following
 17 additional protections:

- 18 1. The NCAA roster limits in the Settlement (and any Conference-specific roster limits
 19 enacted outside of the Settlement) *will not apply* to any athlete who was on a Division I
 20 roster during the 2024-2025 academic year and who was or would have been removed from
 that roster for the 2025-2026 academic year due to the implementation of roster limits;
- 21 2. The NCAA roster limits in the Settlement (and any Conference-specific roster limits
 22 enacted outside of the Settlement) *will not apply* to any high school athlete who was
 23 recruited to be, or was assured they would be, on a school’s Division I roster for the 2025-
 2026 academic year and who was or would have been removed from that roster for the
 24 2025-2026 academic year due to the implementation of roster limits;
- 25 3. Athletes who fall within categories 1 or 2 above (“Designated Student-Athletes”) *do not*
 26 *count towards any school’s roster limit* for the duration of the athlete’s Division I athletic
 eligibility (i.e., the athlete may transfer to or enroll in another school and remain exempt
 from any roster limits);
- 27 4. Within thirty days of Final Approval, each Division I school is required to use good-faith
 28 efforts to identify for Class Counsel their Designated Student-Athletes; Class Counsel will

1 have the right to enforce this obligation if additional athletes should have been identified as
2 Designated Student-Athletes;

- 3 5. Class Counsel will make information about who has been identified as a Designated
4 Student-Athlete available to class members; and
- 5 6. If any athlete transferred or is scheduled to transfer because they were told that they would
6 be removed from a roster in 2025-2026 due to the implementation of roster limits, nothing
7 in the NCAA rules (e.g., designated transfer windows) will restrict schools from allowing
8 that athlete to transfer back to—or rescind their decision to transfer from—their original
9 school.

10 Plaintiffs believe that these changes to the Settlement Agreement exceed the protections
11 that the Court requested, including by ensuring that any athlete who would have lost a roster spot
12 (or a promised roster spot) for the 2025-2026 academic year will not be subject to roster limits for
13 the durations of his or her Division 1 athletic eligibility at any school. To highlight how these
14 protections will address the Court's concerns, Plaintiffs have reviewed the declarations and letters
15 submitted by individual athletes regarding roster limits and prepared a chart that identifies the ones
16 who, based on the statements in their submissions, will qualify as Designated Student Athletes.¹
17 *See* Exhibit 3.²

18 While Defendants insisted that the changes to the Settlement Agreement recognize that
19 individual schools and their athletics departments retain discretion to independently determine
20 which athletes will be on their rosters, that has always been the case; and it remains unchanged
21 whether or not there are roster limits. The revisions to the Settlement Agreement ensure that class
22 members who have or would have lost roster spots or promised roster spots as a result of the new
23 roster limits will be in the same position as they would have been in if roster limits were never
24 implemented, i.e., roster limits do not apply to them. We thus believe that this relief is exactly the

25 ¹ Division I schools will prepare their lists of Designated Student Athletes in good faith and if
26 necessary, Class Counsel is prepared to promptly address any discrepancies.

27 ² Several objections or letters were filed anonymously or describe general concerns that the
28 immediate implementation of roster limits will result in athletes losing roster spots (or promised
roster spots). The revisions to the Settlement Agreement also address their concerns. And any
athlete who attends a non-Conference Defendant school that elects not to opt-into the Pool system
will not be subject to roster limits at all.

1 type of change that the Court was seeking and in fact, provides even greater protections for athletes
2 than the Court identified.

3 Plaintiffs respectfully submit that the parties have now fully addressed the Court's concerns
4 about the potential adverse impact on class members who would have lost their roster spots or
5 promised roster spots in the 2025-26 academic year as a result of the immediate introduction of
6 roster limits. We therefore ask that the Court grant final approval of the Settlements in both *House*
7 and *Hubbard* so that class members can benefit from the historic changes that the Settlements
8 provide.

9 DATED: May 7, 2025

Respectfully submitted,

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ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(i)(3)

Pursuant to Civil Local Rule 5-1(i)(3), the filer of this document attests that concurrence in the filing of this document has been obtained from the signatories above.

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